

O.E.F. 77
LIABILITY FOR COMPREHENSIVE DAMAGE TO A CUSTOMER'S
AUTOMOBILE ENDORSEMENT (INCLUDING OPEN LOT THEFT)
(for Ontario Garage Automobile Policy O.A.P. 4)

Issued to	Effective Date of Change Year Month Day	Policy Number
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In consideration of a premium of \$, or as stated in the Certificate of Insurance, it is agreed that Item 5, subsection 6.4 of Section 6, of the Certificate of Insurance is amended to read as follows:

INSURING AGREEMENTS						
SECTION 6	PERIL	LOCATION AS PER ITEM 1	MAXIMUM NUMBER OF CUSTOMERS' AUTOMOBILES	LIMIT OF LIABILITY ANY ONE OCCURRENCE	A DEDUCTIBLE APPLIES FOR EACH OCCURRENCE EXCEPT AS STATED IN YOUR POLICY	ADVANCE OR FULL PREMIUM
	SUBSECTION 6.4					
LIABILITY FOR DAMAGE TO A CUSTOMER'S AUTOMOBILE WHILE IN THE CARE, CUSTODY OR CONTROL OF THE INSURED	COMPREHENSIVE					
	(excluding Collision or Upset)	A			\$	\$
		B			\$	\$
		C			\$	\$
		D			\$	\$
					TOTAL PREMIUM	\$

It is agreed that in Section 6, subsections 6.4, 6.5, 6.6 and 6.7 of the Policy are deleted and replaced by the following:

6.4 The Insurer agrees to pay on the Insured's behalf all sums which the Insured is legally obligated to pay in respect of loss or damage to a customer's automobile, including its equipment while attached to the automobile, and including reimbursement of expenses incurred for taxicabs, public transportation or rental of a substitute automobile, for

COMPREHENSIVE – caused by any peril other than by collision with another object or another automobile upon which it is being transported, or by upset of either automobile, provided that,

- (a) "another object" includes an automobile to which the automobile is attached or upon which it is being transported, and the surface of the ground and any object in or on the surface; and
- (b) "peril" includes, but is not limited to those perils listed under subsection 6.4 (Specified Perils), falling or flying objects, missiles and vandalism.

LIMIT OF LIABILITY
APPLICABLE TO SUBSECTION 6.4

6.5 The Insurer SHALL NOT BE LIABLE,

in respect of any one occurrence for,

- (a) any amount in excess of the Limit of Liability stated above at each specified location, and expenditures provided for in the Additional Agreements of Section 6 of the Policy;
- (b) any amount at a newly acquired location in excess of the lowest limit of liability stated for any specified location; and
- (c) loss or damage to more than four customers' automobiles at any location not used by the Insured in the business specified in Item 3 of the Certificate of Insurance.

EXCLUSIONS

6.6 The Insurer SHALL NOT BE LIABLE,

for loss or damage,

- (a) from the explosion of tires, or consisting of or caused by mechanical fracture or breakdown of any part of the automobile, or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, BUT the Insurer will be liable if the loss or damage is coincident with other loss or damage which is covered by subsection 6.4;
- (b) caused directly or indirectly by contamination by radioactive material;
- (c) to contents of automobiles or trailers, other than their equipment;
- (d) for more than \$25 for recorded material and equipment for use with a playing or recording unit. The Insurer shall not be liable for recorded material or equipment not contained within or attached to the playing or recording unit. Recorded material includes, but is not limited to, tapes, compact discs, video cassettes, and digital video discs.

DEDUCTIBLE

6.7 Each occurrence causing loss or damage covered under subsection 6.4 of this endorsement, shall give rise to a separate claim.

The Insurer's liability for each claim shall be limited to the amount of loss or damage in excess of the deductible amount payable by the Insured as stated above, but subject to the Limit of Liability for the location at which the loss occurred.

No deductible amount is payable by the Insured under this subsection where loss or damage is caused by fire or lightning.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the Policy shall have full force and effect.